

SUBCONTRACTOR'S RELEASE OF CLAIMS AGAINST THE CALIFORNIA INSTITUTE OF TECHNOLOGY AND ASSIGNMENT OF REFUNDS, REBATES AND CREDITS ARISING UNDER OR BY VIRTUE OF SUBCONTRACT NO. _____

Pursuant to the terms of the above-numbered subcontract and in consideration of the sum of _____ Dollars (\$ _____) which has been or is to be paid under the said subcontract to (*Subcontractor's Name*) _____

_____ (hereinafter called the "Subcontractor") or its assignees, if any, the Subcontractor, upon payment of the said sum by the CALIFORNIA INSTITUTE OF TECHNOLOGY (hereinafter called the Institute), does remise, release, and discharge the Institute, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subcontract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor, as follows: _____
2. Claims, together with reasonable expenses incidental thereto based upon liabilities of the Subcontractor to third parties arising out of the performance of the said subcontract, provided that such claims are not known to the Subcontractor on the date of the execution of this release, and provided further that the Subcontractor gives notice of such claims in writing to JPL not more than six years after the date of this release or the date of any notice to the Subcontractor that the Institute is prepared to make final payment, whichever is earlier.
3. Claims for reimbursement of costs, including reasonable expenses incidental thereto, incurred by the Subcontractor under the provisions of the said subcontract relating to patents.
4. When there is included in the said subcontract an Article entitled "Additional Data Requirements," claims pursuant to such Article where a written request by JPL to furnish data is made.

The Subcontractor agrees, in connection with patent matters and with claims which are not released as set forth above, to comply with all of the provisions of the said subcontract, including without limitation those provisions relating to notification to the Institute and relating to the defense or prosecution of litigation.

In consideration of the reimbursement of costs and payment of fee, as provided in said Subcontract and any assignment thereunder, the Subcontractor does hereby:

1. Assign, transfer, set over and release to the California Institute of Technology, hereinafter called "Institute," all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of said Subcontract and attributable to costs reimbursed to the Subcontractor or to its assignee(s) (hereinafter called "Refunds"), together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all Refunds due or which may become due, and to promptly forward to the Jet Propulsion Laboratory checks, made payable to the California Institute of Technology, for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Jet Propulsion Laboratory as stated in said subcontract and may be applied to reduce any amounts otherwise payable to the Institute under the terms hereof.
3. Agree to cooperate fully with the Institute as to any claim or suit in connection with Refunds; to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Institute to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

This release has been executed this _____ day of _____ 20____

(Subcontractor) _____

(Signature) _____

(Typed Name) _____

(Title) _____